

**PERSONAL SERVICES AGREEMENT
THIRD SUPPLEMENTAL AGREEMENT AND TERMS
BETWEEN LEWIS COUNTY, ACTING AS THE FISCAL AGENT
FOR THE CHEHALIS RIVER BASIN FLOOD AUTHORITY,
AND GORDON THOMAS HONEYWELL LLP**

THIS THIRD SUPPLEMENTAL AGREEMENT is made and entered into by and between LEWIS COUNTY, WASHINGTON, herein referred to as "County", acting as the fiscal agent for the Chehalis River Basin Flood Authority ("Flood Authority"), and Gordon Thomas Honeywell LLP, P.O. Box 1157, Tacoma, WA 98401 (hereinafter sometimes referred to as "Contractor"), together referred to as "Parties."

IT IS THE PURPOSE OF THIS AGREEMENT to supplement and amend the original Agreement with Gordon Thomas Honeywell LLP for consulting and coordination services to assist and support the Chehalis River Basin Flood Authority ("Flood Authority") as fully executed on August 15, 2011 and as amended by the First Supplemental Agreement executed on October 31, 2011 and the Second Supplemental Agreement executed on June 18, 2012 (said original Agreement as amended by the First and Second Supplemental Agreement is hereinafter referred to as the "Existing Agreement"). Both Parties agree to this Third Supplemental Agreement, including the Amended Scope of Work ("Attachment C") and Amended Compensation ("Attachment D"), copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein and as fully as if set forth in the Existing Agreement.

The term of this Third Supplemental Agreement shall commence as soon as this Third Supplemental Agreement is fully executed and will terminate June 30, 2013, or upon thirty days' written notice of termination provided by CONTRACTOR or COUNTY to the other Party in compliance with the termination provision of the Parties' original Agreement.

CONTRACTOR acknowledges and by signing this contract agrees that all of the terms of the Existing Agreement not amended or modified by this Third Supplemental Agreement, are and shall remain in full effect and are totally and fully part of this contract and have been mutually negotiated by the Parties.

THEREFORE, IT IS MUTUALLY AGREED THAT the following shall supplement, amend, and govern the Existing Agreement, including but not limited to the specific tasks and costs [GC1] set forth below, as fully as if set forth in the Existing Agreement:

Section 1. Statement of Work

CONTRACTOR shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for, or incidental to, the performance of the work set forth in the Amended Scope of Work attached hereto as Attachment "C" and fully incorporated into the Existing Agreement.

Section 2. Period of Performance

Subject to its other provisions, the period of performance of this Agreement shall commence on the date of signing by both Parties and be completed as agreed and shown in the attached Supplemental Scope of Work, Attachment "C," but may be modified or extended by mutual agreement in accordance with the amendment provisions of the Existing Agreement.

Section 3. Payment

Compensation for the work provided in accordance with this Third Supplemental Agreement shall be as set forth in Attachments "C" (Supplemental Scope of Work) and "D" (Supplemental Compensation), provided, however, that the total compensation for the period of time beginning on the date the original

Agreement was fully executed and ending June 30, 2013, shall not exceed One Hundred Thirteen Thousand and Forty Dollars. The total compensation for eligible services and qualifying expenses incurred from the date the original Agreement was fully executed and ending June 30, 2013, shall not exceed One Hundred and Thirteen Thousand and Forty Dollars (\$113,040.00) without written prior approval of the COUNTY and authorization by the Flood Authority.

Future Non-Allocation of Funds:

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County, acting as the lead agency for the Flood Authority, will not be obligated to make payments for services or expenses incurred after the end of the current calendar year. No penalty or expense shall accrue to the County in the event this provision applies.

This Third Supplemental Agreement and statement of work, period of performance and compensation constitutes a supplement to the Parties' Existing Agreement and supplements and amends the scope of work, period of performance and compensation, with such additional provisions as have been agreed upon by the parties for good and sufficient consideration, the receipt of which is hereby acknowledged.

IN WITNESS WHEREOF, the parties have executed this Second Supplemental Agreement this _____ day of _____, 2012.

Lewis County Contract Manager

Robert A. Johnson
Director of Community Development
2025 Kresky Ave. NE
Chehalis, WA 98532
(360) 740-2606

LEWIS COUNTY

By: _____
Robert A. Johnson

Title: _____

Date: _____

Contractor Program Manager

James C. Waldo
Gordon Thomas Honeywell LLP
P. O. Box 1157
Tacoma, WA 98401
(253-620-6541)

GORDON THOMAS HONEYWELL LLP

By: _____
James C. Waldo

Title: _____

Date: _____

ATTACHMENT “C”
SUPPLEMENTAL SCOPE OF WORK

SUPPLEMENTAL PERSONAL SERVICES AGREEMENT
Between
LEWIS COUNTY
and
GORDON THOMAS HONEYWELL LLP

Gordon Thomas Honeywell LLP, acting through its agent, Nancy Ligon, or other agent as assigned by Contractor, will provide the following support services to the Chehalis River Basin Flood Authority:

Who:

- Nancy Ligon.

Time and Expense:

- Monthly retainer of \$1,000 (total of cost of \$12,000).
- Retainer is assumed to cover GTH time, use of conference call service, and any travel if necessary.

Period of Performance:

- July 1, 2012 through June 30, 2013 (12 months).

Tasks:

- See Task Table below.

Task Table	
As part of the Flood Authority Staffing Team** . . .	
Task 1 – Provide scheduling and coordination support.	
<ul style="list-style-type: none">• Assist in scheduling Flood Authority committee, subcommittee and special meetings.• Assist in securing venues and other resources to support Flood Authority activities.• Provide general coordination and logistical support.	Monthly
Task 2 – Provide contract-tracking support.	
<ul style="list-style-type: none">• Track the status and expenditures of Flood Authority contracts using Lewis County monthly reports.• Monitor expenditure rates and activities.	Monthly
Task 3 – Provide general project support.	
<ul style="list-style-type: none">• Provide general administrative assistance.• Maintain master roster of Flood Authority members, alternates and other key parties.	Monthly

- | | |
|--|--|
| <ul style="list-style-type: none">• Participate in meetings as needed.• Provide general task support. | |
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** Flood Authority Staffing Team consists of:

- Kramer Consulting (Jim Kramer).
- SBGH-Partners (Scott Boettcher/Greg Hueckel).
- Gordon Thomas Honeywell (Nancy Ligon).

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ATTACHMENT "D"

SUPPLEMENTAL COMPENSATION

Reimbursement for services consistent with the Scope of Work (Attachment "A") and Section 3, Payment, shall be as follows:

Phase I: Transition Period (Aug. 2011-Oct. 2011)

Total Time & Cost:

- Lara Fowler, 120 hours over 3 month (90 days) transition period x \$175 = \$21,000
- Total expenses: \$1,760

Expenses

- Travel: Travel time at discounted rate of \$50/hour: 3 hours RT x 2 trips/month x 3 months= \$900
- Mileage reimbursement, 350 miles/month x 3 months x \$.55/mile= \$574
- Misc. copies, etc.: \$286

Phase II: First Supplemental Period (Nov. 2011 to June 2012):

Total Time & Cost (Nov. 2011 through June 2012):

- Lara Fowler: 45 hours/month x 8 months x \$175 hours= \$63,000 (\$7875/month)
- Total expenses: \$5,280

Expenses:

- Travel: Travel time at discounted rate of \$50/hour: 3 hours RT x 2.5 trips/month x 8 months= \$3,000
- Mileage reimbursement, 400 miles/month x 8 months x \$.55/mile= \$1,760
- Misc. copies, etc.: \$520

Phase III: Second Supplemental Period (May to June 2012)

- Additional budget of \$10,000 allocated from Flood Authority contract with OFM for Task #5 to cover intensive engagement with Ruckelshaus Center for OFM report.

Phase IV: Third Supplemental Period (July 2012 to June 30, 2013)

- Nancy Ligon, Time and Expenses: retainer of \$1,000.00 per month

Total: \$113,040